

MASTER INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this ~~13~~^{20th} day of August, 2012, by and between LEWIS COUNTY, Washington, a municipal corporation hereinafter referred to as the "County", and the CITY OF TUMWATER, a municipal corporation hereinafter referred to as "Municipality",

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. In the event the Municipality requests that the County perform the following described services in the manner described below and guarantees reimbursement to the County for all work done, the County will, upon completion of a fully executed Reimbursable Work Order, provide all necessary labor and material and all work incidental to providing such work in the municipality of Tumwater, Washington, or areas in which the Municipality has legal authority to perform the following services:

A. Traffic Striping

2. Each and every work request shall be made on a fully completed and signed Reimbursable Work Order (sample attached), and according to the following steps:

a) The Operations Manager of the Municipality requests an estimate for reimbursable work from the County by submitting a Reimbursable Work Order to the County Engineer.

b) The County Engineer or Road Maintenance Area Supervisor will provide an estimated cost of the Work.

c) The County Maintenance and Traffic Engineer or County Engineer verifies the estimate and the availability of resources to perform the work.

d) The Operations Manager of the Municipality approves expenditure of Municipal funds to complete the work as described, based on the detailed scope of work provided by the County.

e) The County Engineer approves such Reimbursable Work Orders, up to \$20,000 and with an annual aggregate limit of \$30,000. Reimbursable work in excess of these amounts must be performed under a separate Interlocal Agreement, approved by the Board of County Commissioners ("BOCC").

f) The Operations Manager of the Municipality will submit the Reimbursable Work Order to the Lewis County Fiscal Division for processing upon completion of all work agreed to be performed.

3. The Municipality hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, utilities, and materials used, and an administrative fee of up to 5% with a minimum of \$100. The estimated total dollar amount

of all work performed by the County for the Municipality under this Agreement shall not exceed \$20,000 per agreement, nor an annual aggregate amount of \$30,000 without Lewis County BOCC approval.

4. The Municipality certifies and warrants that it has the legal authority to accomplish the work with its own forces at the location(s) specified in the Reimbursable Work Order, but in fact has insufficient personnel/equipment to accomplish said work.

5. It is understood and agreed that the time for and hours of performance of reimbursable work is at the County's discretion and all reimbursable work as provided for hereto shall be accomplished only, and if, such work does not interrupt or interfere with the County's regularly scheduled road maintenance activities.

6. It is understood that the Municipality has total and exclusive responsibility for having in its name all necessary property rights prior to construction and/or maintenance by the County. Municipality shall be responsible for obtaining any permits necessary for the performance of the reimbursable work.

7. To the extent permitted by RCW 4.24.115, as amended by chapter 160 of the Laws of Washington of 2012, Municipality (hereinafter referred to in this section as "indemnitor") will indemnify Lewis County, its officers, agents, employees, and attorneys (all hereinafter collectively referred to in this section as "indemnitees") and hold indemnitees harmless against all liability for damages arising out of or relating to the services provided by indemnitor under this Agreement.

(a) Such indemnification shall not extend to nor include any liability due to the sole negligence of indemnitees or any of them.

(b) In instances in which any liability is due to the concurrent negligence of

(i) the indemnitee or the indemnitee's agents or employees, and

(ii) the indemnitor or the indemnitor's agents or employees,

such indemnification only shall extend to the extent of the indemnitor's negligence, and in such regard indemnitor waives its liability immunity under industrial insurance (Title 51 of the Revised Code of Washington). Indemnitor acknowledges that this waiver has been mutually negotiated by the parties.

8. Municipality certifies and warrants that Public Works Operations Manager has the authority to enter into the Reimbursable Work Orders contemplated herein and to bind the Municipality thereby.

9. Municipality hereby confers on the County the authority to perform the categories of services listed in this Agreement within the Municipality's jurisdictional limits for the purposes of carrying out this Agreement.

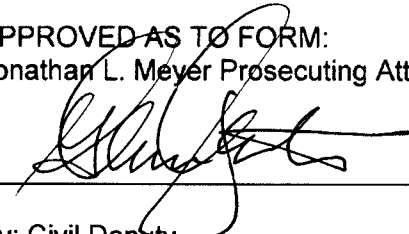
10. The County is a contractor of services only and does not purport to represent the Municipality professionally or to provide any services other than those services expressly requested by the Municipality in the Reimbursable Work Order. As an independent contractor, the County shall control personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff. In the event the County uses contract services to

perform services for the Municipality, the County shall perform the appropriate supervision and inspection of the Contractor's work.


11. This Agreement will expire December 31, 2015, unless otherwise terminated. Either party may terminate this Agreement by depositing in the mail a notice of termination addressed to either the Director of the Lewis County Public Works Department or the City Public Works Director, as applicable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

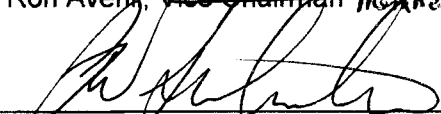
APPROVED AS TO FORM:
Jonathan L. Meyer Prosecuting Attorney


By: Civil Deputy

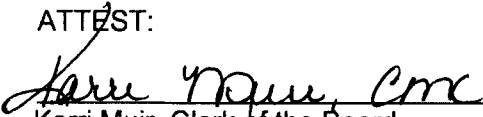
BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON


F. Lee Grose, Chairman

Ron Averill, Vice Chairman *Murphy*


P.W. Schulte, Member *Vice-Chair*

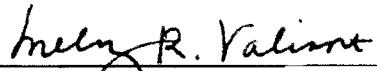
ATTEST:


Karri Muir, Clerk of the Board

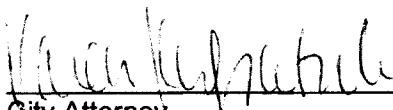
CITY OF TUMWATER


Mayor

ATTEST:


City Clerk

Approved as to form:


City Attorney